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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SALVADOR ARIAS,

Petitioner,

v.

NABORS COMPLETION &
PRODUCTION SERVICES CO., a
Delaware corporation, now known as
C&J Well Services, Inc.,

Respondent.

Case No.: 2:22-cv-02416-DDP-JPR

District Judge: Dean D. Pregerson
Magistrate Judge: Jean P. Rosenbluth

JUDGMENT

WHEREAS, on April 2, 2015 two former employees of Respondent NABORS COMPLETION & PRODUCTION SERVICES CO n/k/a C&J WELL SERVICES, INC. (“NABORS”), Brandyn Ridgeway (“Ridgeway”) and Tim Smith (“Smith”), filed a putative class action alleging, among other things, claims under Labor Code §1194(a) and 1771 for failure to pay the minimum prevailing wage and overtime, under Labor Code §226(e) for failure to provide accurate itemized wage statements under Labor Code

1 §226(a), and for related interest and penalties, as well as attorneys’ fees and costs, (CACD
2 Case No. 2:15–cv–03436–DDP–VBKx; “Ridgeway class action”);

3 WHEREAS, on June 29, 2015 NABORS brought a motion to compel arbitration of
4 Ridgeway and Smith’s individual claims pursuant to 9 U.S.C. §2, the Federal Arbitration
5 Act (“FAA”) and a written arbitration agreement that included a class action waiver;

6 WHEREAS, on October 13, 2015 this Court denied NABORS’ motion to compel
7 arbitration, finding the arbitration agreement unenforceable;

8 WHEREAS, NABORS timely appealed the denial of its motion to compel
9 arbitration;

10 WHEREAS, on February 13, 2018 the Ninth Circuit Court of Appeal issued a
11 Memorandum which reversed the Court’s order denying the motion and remanded with
12 instructions;

13 WHEREAS, on March 30, 2018, Petitioner SALVADOR ARIAS (“ARIAS”), a
14 putative class member in the Ridgeway class action, commenced an individual arbitration
15 at JAMS;

16 WHEREAS, ARIAS’s individual claims were adjudicated by JAMS Arbitrator Hon.
17 Rosalyn M. Chapman (Ret.) resulting in an Interim Award issued January 28, 2022 and a
18 Final Arbitration Award issued April 7, 2022, in favor of ARIAS;

19 WHEREAS, on April 11, 2022 ARIAS filed the instant Petition to Confirm Final
20 Arbitration Award, For Further Attorneys’ Fees and Costs, and to Enter Judgment Against
21 Nabors; Nabors appeared, filed an answer and filed a crossclaim to vacate the Final Award;

22 WHEREAS, on August 25, 2022 the Court granted ARIAS’s motion and confirmed
23 the Final JAMS Arbitration Award issued by Arbitrator Hon. Rosalyn M. Chapman (Ret.)
24 on April 7, 2022, in the Arbitration JAMS Case No. 1220059027 and denied NABORS’
25 request to vacate the award.

26 THEREFORE, IT IS ADJUDGED THAT:
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1 Petitioner SALVADOR ARIAS shall recover against Respondent NABORS
2 COMPLETION & PRODUCTION SERVICES CO n/k/a C&J WELL SERVICES, INC.
3 (“NABORS”) in the following amounts:

4 of \$436,937 in damages, including statutory interest thru October 22, 2021, and
5 continuing thereafter at \$65.15 per day at the rate of 10% per annum on the unpaid wages
6 until all wages and interest thereon are paid in full, \$24,895 in waiting time penalties,
7 \$4,000 in wage statement penalties, \$279,306.63 in attorneys’ fees, and \$5,918.50 in costs
8 as awarded by the Arbitrator; and,

9 Additional post-arbitration attorneys’ fees in the amount of \$8,578.50 and for costs
10 in the amount of \$402.

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12 DATED: August 27, 2022



13 UNITED STATES DISTRICT COURT JUDGE
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